

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 28.307-2
{28.307-2} Liability.

(a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General liability. (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

H.2 1052.2249000a

IRSAP 1052.224-9000 (a) Disclosure of Information-Safeguards
(January 1998)

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

H.3 1052.2249000d

IRSAP 1052.224-9000 (d) Disclosure of "Official Use Only" Information Safeguards (December 1988)

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of Clause]

H.4 1052.2249001a

IRSAP 1052.224-9001(a) Disclosure of Information--
Criminal/Civil Sanctions
(January 1998)

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of Clause]

H.5 1052.2249001b

IRSAP 1052.224-9001(b) Disclosure of Information-
Official Use Only
(December 1988)

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

[End of Clause]

H.6 1052.224-9002

IRSAP 1052.224-9002 Disclosure of Information--Inspection
(December 1988)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

[End of Clause]

H.7 1052.239-9002

1052.239-9002 YEAR 2000 WARRANTY -- COMMERCIAL SUPPLY PRODUCTS
(JUL 1997)

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within the time period consistent with this contract's Inspection clause(s). Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

[End of clause]

H.8 IR1052-96-064

CONTRACTOR RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT, AND SUPPLIES

If there is any damage to any Government property, equipment, stock or supplies, during the performance of this contract, due to the fault or negligence of the Contractor, his agents, or employees, the Contractor shall be responsible for such loss or damage. The Government at its option, may either require the Contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property.

The Contractor is responsible for maintaining all assigned space(s) in a clean, safe, and orderly fashion during the course of this contract. All telephones are for conducting official Government business only.

[End of Clause]

H.9 IR1052-96-082

STANDARD OF CONDUCT AT GOVERNMENT INSTALLATIONS

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use

Government telephones except as authorized.

[End of Clause]

H.10 IR1052-96-095

NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

[End of Clause]

H.11 SUBCONTRACTING

The Government has the right to audit the Contractor and any subcontractor(s) selected. The Contractor is responsible for any subcontractor(s) selected and shall inform all subcontractor(s) of the Government's right to audit.

H.12 REPLACEMENT PARTS AVAILABILITY

The Contractor shall demonstrate that replacement parts for the description of portable (notebook, Laptop computers) located in section J-1 and Microcomputer and peripheral equipment samples located in section J-8 in this contract will be available for the contract life of 36 months.

The Contractor shall notify the COTR 180 days before the end of the contract life as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor, then the COTR may require the Contractor to furnish data that is available to assist the Government to obtain such parts from another source.

[End of Clause]

H.13 CONTRACTOR PERSONNEL

Certain technical and managerial personnel are essential to the successful performance of work under this contract. These personnel shall be available for assignment to this contract as necessary to effectively manage the work of the contract. The personnel identified in the offeror's proposal (or personnel with equivalent experience and qualifications) must be assigned (or available for assignment) within 30 calendar days of contract award to support the requirements of this contract.

The Contractor shall provide the skilled personnel and the supervision, management, and administrative services necessary to successfully meet the Government requirements documented in Section C of this contract. If one or more of the assigned personnel is unavailable for work for a continuous period exceeding 30 working days, the Contractor shall immediately notify the CO and replace such personnel of equal or superior qualifications. All replacement personnel must be approved by the CO.

Key personnel assigned to work on this contract must be acceptable to the Government in terms and capabilities and professional qualifications.

H.13.1 KEY PERSONNEL

H.13.1.1 SHIP-IN FACILITY MANAGER

The IRS requires the Contractor to provide a ship-in facility manager who has the following qualifications:

- At least five years of progressive Information Technology (IT) experience;
- At least two years of experience within the last five years supervising a high volume centralized personal computing repair/shipping facility;
- At least one year of experience within the last three years performing any/all of the following:
maintenance, testing, assembling, and troubleshooting personal computers and peripherals;

- High school graduate or equivalent. No substitution of education for experience is permitted.

H.13.1.2 PER-CALL/ON-SITE MANAGER

The IRS requires the Contractor to provide a per-call/on-site manager who has the following qualifications:

- At least five years of progressive IT experience;
- At least two years of experience within the last five years supervising any/all of the following: computer operations, computer maintenance, and/or facility maintenance.
- At least one year of experience within the last three years performing any/all of the following: maintenance, testing, assembling, and troubleshooting personal computers and peripherals;
- High school graduate or equivalent. No substitution of education for experience is permitted.

[End of Clause]

H.14 FACILITIES, SUPPLIES AND SERVICES

The contractor shall furnish all management and administrative functions and facilities necessary for the effective performance of this contract.

The Government shall furnish to the Contractor, when required, access to computers, terminals, software, and other resources owned or leased and operated by the Government.

[End of Clause]

H.15 SECURITY CLEARANCES FOR CONTRACTOR PERSONNEL

All contractor personnel assigned to this contract will be subject to Minimum Background Investigations (MBIs) as stated in IRM 0736.691. The COTR will provide to the Contractor all forms needed for investigative purposes and all forms are to be filled out by the Contractor's employees prior to work being initiated on this contract. All contractor personnel will be finger printed within the first two weeks of the contract. If a Contractor employee has a security clearance granted by the

Defense Industrial Security Clearance Office (DISCO), that clearance will be acceptable in the place of a new investigation provided that proper documentation of the DISCO clearance is provided to the COTR. The IRS will pay the cost of the MBIs and fingerprinting of each contract employee.

All contractor personnel shall sign and comply with nondisclosure and conflict of interest agreements as required by the U.S. Government and as specified in the Treasury Directive 85-02, "Handbook for Automated Information Systems Security and Risk Management", Section III, Part 4.

[End of Clause]

H.16 RISK OF LOSS OR DAMAGE IN SHIPMENT

The contractor shall be responsible for any loss or damage to the laptop computer equipment that occurs during shipment for repairs performed under Section C.5.1.2 of this solicitation.

[End of Clause]

(End of Section)